



UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

**Togiak National Wildlife Refuge**

**SPECIAL USE PERMIT**

Type of Use: **Sport Fish**

Station No. to be Credited Permit No.

**74535 - 02F00**

Date

Period of Use (inclusive)

From **January 1, 2004**

To **December 31, 2008**

Permittee Name

Permittee Address

Purpose (specify in detail privilege requested, or units of products involved)

**To conduct commercial sport fish guiding services in Unit 9 - Upper Kanektok River, within Togiak National Wildlife Refuge.**

**Sample Permit, Not Valid**

Description (specify unit numbers: metes and bounds, or other recognizable designations)

**See attachment No. 1A - Approved Areas of Use**

**THIS SPECIAL USE PERMIT DOES NOT AUTHORIZE ANY ACTIVITY ON NATIVE SELECTED OR CONVEYED LANDS OR NATIVE ALLOTMENTS.**

Amount of fee **\$100** if not a fixed payment, specify rate and unit of charge: **Currently \$ 2.25/client use day**

☐ **Payment Exempt** - Justification:

**\$100 administrative fee charged upon permit**

☐ **Full Payment**

**issuance - \$2.25 fee per client use day due within 30**

☒ **Partial Payment**

- Balance of payments to be made as follows: **days of receipt of Bill of Collection.**

Record of Payments

**Payment received on:**

Special Conditions

**See attachment No. 1 - Special Conditions**

**No. 2 - Weekly Use Report Form**

**No. 3 - Guide Information Report Form**

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the conditions and requirements appearing on the reverse side.

Permittee Signature

Issuing Officer Signature and Title



## General Conditions

### 1. Payments

All payments shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

### 2. Use limitations

The permittee's use of the described premises is limited to the purposes herein specified; does not unless provided for in this permit allow him/her to restrict other authorized entry on to his/her area; and permits the Service to carry on whatever activities are necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Service lands.

### 3. Damages

The United States shall not be responsible for any loss or damage to property including but not limited to growing crops, animals, and machinery; or injury to the permittee, or his/her relatives, or to the officers, agents, employees, or any others who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

### 4. Operating Rules and Laws

The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county and State laws applicable to the operations under the permit as well as all Federal laws, rules and regulations governing National Wildlife Refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge officer in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

### 5. Responsibility of Permittee

The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of his/her associates, to use reasonable care.

### 6. Revocation Policy

This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing National Wildlife Refuges or for nonuse. It is at all times subject to discretionary revocation by the Directory of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, or may enter and possess the premises as the agent of the permittee and for his/her account.

### 7. Compliance

Failure of the Service to insist upon a strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.

### 8. Termination Policy

At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 9. If he/she fails to do so, he/she will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 9. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittees action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

### 9. Removal of Permittee's Property

Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge officer in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc., from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

### 10. Transfer of Privileges

This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

### 11. Conditions of Permit not Fulfilled

If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

### 12. Officials Barred from Participating

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with corporation for its general benefit.

### 12. Nondiscrimination in Employment

The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246, as amended.

## Privacy Act Statement - Special Use Permit

**NOTICE:** In accordance with the Privacy Act of 1974, 5 U.S.C. 552a, please be advised that:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd - 668ee), and the Refuge Recreation Act, (16 U.S.C. 460k-3); implemented by regulations in 50 CFR 25-36.
2. Information collected in issuing a permit may be used to evaluate and conclude the eligibility of , or merely document, permit applicants.
3. Routine use disclosures may also be made (1) to the U.S. Department of Justice when related to litigation or anticipated litigation; (2) of information indicating a violation or potential violation of a statute, regulation, rule, order or license, to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order, or license; (3) from the record of the individual in response to an inquiry from a Congressional office made at the request of that individual; (4) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48FR 54716; December 6, 1983).
4. Any information requested is required to receive this permit. Failure to answer questions may jeopardize the eligibility of individuals to receive permits.



Attachment No. 1  
TOGIAC NATIONAL WILDLIFE REFUGE  
Special Conditions  
Special Use Permit Number XXXXX

Regional Standard Special Conditions

1. Failure to abide by any part of this special use permit; violation of any refuge related provision in Titles 43 (Part 36) or 50 (Subchapters B and C) Code of Federal Regulations; or violation of any pertinent state regulation (e.g., fish or game violation) will, with due process, be considered grounds for immediate revocation of this permit and could result in denial of future permit requests for lands administered by the U.S. Fish and Wildlife Service. This provision applies to all persons working under the authority of this permit (e.g., assistants). Appeals of decisions relative to permits are handled in accordance with 50 Code of Federal Regulations 36.41.
2. The permittee is responsible for ensuring that all employees, party members, aircraft pilots, and any other persons working for the permittee and conducting activities allowed by this permit are familiar with and adhere to the conditions of this permit.
3. The permittee may not sublet any part of the authorized use area and is prohibited from subcontracting clients with any other guide.
4. Any problems with wildlife and/or animals taken in defense of life or property must be reported immediately to the Refuge Manager and/or Alaska Department of Fish and Game, and be salvaged in accordance with State regulations.
5. The permittee and permittee's clients do not have the exclusive use of the site(s) or lands covered by this permit, except for the authorized camp facilities.
6. This permit may be canceled or revised at any time by the Refuge Manager in case of emergency (e.g., high fire danger, flooding, unusual resource problems, etc.).
7. The permittee shall notify the Refuge Manager during refuge working hours in person or by telephone before beginning and upon completion of annual activities allowed by this permit.
8. Prior to beginning any activities allowed by this permit, the permittee shall provide the Refuge Manager with: (1) proof of comprehensive general liability insurance (\$300,000 each occurrence, \$500,000 aggregate) covering all aspects of operations throughout the annual use period, (2) aircraft and other vehicle types to be used, with identification information, if different from the original permit or previous year; (3)

changes in names of assistant guides and other employees; and (4) any other changes in information provided in the original permit/proposed operations plan.

9. The permittee is responsible for accurate record keeping and will provide the Refuge Manager with a comprehensive summary report of the number of clients, and number of client days per activity type by November 1 for all uses during that calendar year unless stated otherwise in the permit.
10. Failure to report the actual number of client use days per type of authorized activity by November 1 of each calendar year and annually pay the Service's established fees (client use day and reserved land site) within 30 days after receiving a bill for collection will be grounds for revocation of this permit.
11. This permit authorizes use of the Native selected lands identified in the description block of this permit. If any of these Native selected lands are conveyed during the term of this permit, the permittee will no longer be authorized to use those lands until and unless permission is obtained from the Native corporation to which land ownership has been conveyed.
12. This permit authorizes use on State selected lands. If any of these lands are conveyed during the term of this permit, the permittee will no longer be authorized to use those lands until and unless permission is obtained from the Alaska Department of Natural Resources.
13. In accordance with the Archaeological Resources Protection Act (16 U.S.C. 470aa), the removal or disturbance of archeological or historic artifacts is prohibited. The excavation, disturbance, collection, or purchase of historical or archaeological specimens or artifacts on refuge lands is prohibited.
14. Permittees shall maintain their use areas in a neat and sanitary condition. Latrines must be located at least 150 feet from springs, lakes, and streams to avoid contamination of water resources. All property (except cabins and/or tent frames) of the permittee must be removed from refuge lands upon completion of permitted activities.
15. The construction or clearing of landing strips or pads is prohibited. Incidental hand removal of rocks and other minor obstructions may be permitted.
16. The use of off road vehicles (except snow machines) is prohibited unless specifically authorized in writing in this permit.
17. The operation of aircraft at altitudes and in flight paths resulting in the herding, harassment, hazing, or driving of wildlife is prohibited. It is recommended that all aircraft, except for take-off and landing, maintain a minimum altitude of 2,000 feet above ground level (AGL).

18. All aircraft being used in a commercial guiding operation must have 12" identification numbers in contrasting colors which are readily visible.
19. Motorboat operators must possess a U.S. Coast Guard (USCG) license for all passenger carrying operations, if required by USCG regulations.
20. Construction of cabins or other permanent structures is prohibited.
21. Any action by a permittee or the permittee's employees which unduly interferes with or harasses other refuge visitors or impedes access to any site is strictly prohibited. Examples of prohibited acts include, but are not limited to, low flights over camps or persons at less than 500 feet (unless landing) and parking aircraft or placing other objects (rocks, tents, etc.) on any landable area so as to restrict use by other aircraft or persons.
22. Subject to available suppression resources, all permitted cabins will be protected from wildfire to the extent possible. Human safety will receive the highest priority consideration by land managers and fire suppression personnel.
23. The permittee's operation plan, as amended and accepted by the U.S. Fish and Wildlife Service, is hereby incorporated in its entirety as a special condition. All deviations from the operations plan must receive prior written approval by the Refuge Manager or his designee.

**Refuge Specific Special Conditions** (Examples only)

24. Fuel caches greater than 110 gallons must have a containment area constructed that is capable of holding 1.5 times the amount of stored fuel. The containment area must be constructed of sand-filled bags creating a dike which supports a liner that is impervious to the types of fuel stored in the fuel cache. The location of the fuel cache and containment area must have the approval of the Refuge Manager. Fuel spills outside of the containment area greater than five (5) gallons must be reported to the Refuge Manager within twenty-four (24) hours of the spill occurrence.
25. The discharge of firearms, fireworks or other explosive devices is prohibited, except in conjunction with authorized hunting seasons or for protection of life or property.
26. The use of helicopters for recreational purposes is prohibited.
27. Coast Guard Approved Personal Floatation Devices must be available for all boat/raft occupants. Appropriate fire extinguishers will be carried on all boats/rafts equipped with motors.
28. No wildlife species will be baited, harassed, or approached closely enough to disrupt

the animal's natural activity or to endanger human life, except as may be necessary to accomplish a legally sanctioned and authorized hunt for big game.

29. Fixed-wing aircraft, motor boats, and snow machines (during periods of adequate snow cover), are permitted in refuge areas designated as part of the National Wilderness Preservation System. All other motorized transportation equipment, or other motorized equipment, such as: washing machines, electric generators, water pumps, chain saws, etc., are prohibited.
30. No guiding activities may be conducted within one-half ( $\frac{1}{2}$ ) mile of any Sea Bird Rookery areas prior to August 1, of any year. No guiding activities may be conducted within two (2) miles of Cape Peirce.
31. The operation of aircraft at altitudes and in flight paths resulting in the herding, harassment, hazing, or driving of wildlife is prohibited. It is recommended that all aircraft, except for take off and landing maintain a minimum altitude of 2,000 feet above ground level (AGL).
32. All guides operating in the field with clients must possess a current First Aid and CPR certification.

I have read special conditions (1-32) included with this permit and agree to abide by them.

Permittee: \_\_\_\_\_ Date: \_\_\_\_\_

Issuing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Togiak National Wildlife Refuge Special Use Permit Attachment No. 2:  
**Kanektok River** Weekly use Report Form For the week of \_\_\_\_\_ to \_\_\_\_\_, 200\_\_\_\_\_

**PERMITTEE:** \_\_\_\_\_ **PERMIT NUMBER:** \_\_\_\_\_ **Guide’s Name:** \_\_\_\_\_

Type of use (circle one):

Fly-in raft trip

FR

Fly-in Motorboat use

FM

Motorboat use

M

If you flew in to the refuge please fill in the pilots name or the name of the air taxi

Pilot’s Name

Plane N

Note: This form should be filled out weekly by the guide or pilot who spends fishing time with clients, and should be colleted and returned to the refuge office

If 2 groups are dropped off in separate areas, use separate lines. WB= Wilderness Boundary							NUMBER OF FISH CAUGHT (C) AND KEPT (K)											
Date	NUMBER OF CLIENTS	HOURS FISHED/ CLIENT	Kagati L.	Kanektok above WB	Below WB	Other	KING	COHO	RED	CHUM	PINK	DOLLY VARDEN	ARCTIC CHAR	GRAYLING	RAINBOW TROUT	LAKE TROUT	OTHER FISH (specify)	COMMENTS
							C K	C K	C K	C K	C K	C K	C K	C K	C K	C K	C K	